

HOOLEY, BUTLER, DiFRANCESCO & KELLY

COUNSELLORS AT LAW

190 ELM STREET

WESTFIELD, NEW JERSEY 07091

NEALE F. HOOLEY  
GERALD C. KELLY  
WILLIAM B. BUTLER  
DONALD T. DiFRANCESCO

TELEPHONE 233-4400  
AREA CODE 201

MAILING ADDRESS  
P.O. BOX 669

14433-C  
RECORDATION NO. FILE 1425

APR 30 1985 10 15 AM

INTERSTATE COMMERCE COMMISSION

No. 5-120A046

Date APR 30 1985

Fee \$ 10.00

April 24, 1985

ICC Washington, D. C.

Interstate Commerce Commission  
Interstate Commerce Commission Building  
12th Street and Constitution Avenue  
Washington, D. C. 20423

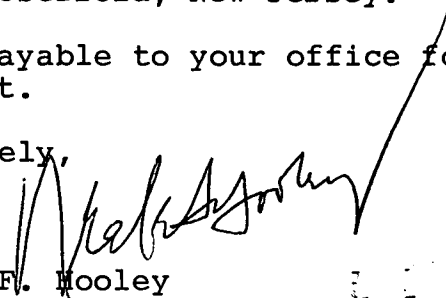
Re: Continental Tank Car  
Corporation from Trinity  
Industries Leasing Company

Gentlemen:

Enclosed you will find two copies (1 executed copy and 1 photocopy) of a Security Agreement in the Nature of a Chattel Mortgage relative to 100 railway pulp wood tank cars currently bearing the marking CAGY 12000-12099. We would ask that you record this instrument and return the executed copy marked to indicate recording to the undersigned in the envelope herein provided. The Secured Party under this Agreement is The Central Jersey Bank and Trust Company, Route Nine, Freehold, New Jersey and the Debtor is Continental Tank Car Corporation, 200 North Avenue East, Westfield, New Jersey.

Finally, we enclose a blank check payable to your office for your services in recording this instrument.

Sincerely,

  
Neale F. Hooley

NFH:kc

Enc.

cc The Central Jersey Bank and Trust Company

Interstate Commerce Commission  
Washington, D.C. 20423

4/30/85

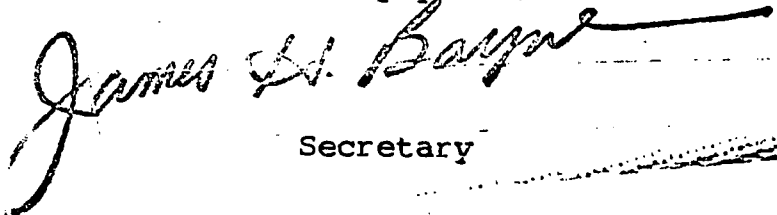
OFFICE OF THE SECRETARY

Neale F. Hooley  
Hooley, Butler, DiFrancesco & Kelly  
190 Elm Street  
Westfield, New Jersey 07091

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/30/85 at 10:55am and assigned re-recording number(s) - 14433-C

Sincerely yours,

  
Secretary

Enclosure(s)

APR 30 1985 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO SECURITY AGREEMENT

AGREEMENT made as of the 4th day of April 1985 among THE CENTRAL JERSEY BANK AND TRUST COMPANY, a banking institution with offices at Route Nine, Freehold, New Jersey ("Creditor") and the following parties, all of whom have a common office address of 200 North Avenue, East, Westfield, New Jersey: CONTINENTAL TANK CAR CORPORATION, a Delaware corporation, ("Continental"), H. EMERSON THOMAS, GORDON B. THOMAS, H. EMERSON THOMAS, JR., HETSONS MARINE LIMITED, SUBURBAN FUEL TANK CAR COMPANY and WESTFIELD CORPORATION (which parties are hereinafter sometimes collectively referred to as "Continental and Affiliates");

WHEREAS, Continental and Creditor have this day executed an Amendment to a Loan Agreement dated September 1, 1984 pursuant to which Creditor has this date loaned or advanced an additional sum of \$1.45 million to Continental; and

WHEREAS, in accordance with the aforesaid Agreement of Amendment Continental is required to provide collateral security to Creditor so long as such additional indebtedness is outstanding;

NOW, THEREFORE, the parties hereto agree as follows:

1. THE SECURITY INTEREST; CROSS-COLLATERALIZATION

Continental hereby grants Creditor a security interest in 100 50-ton 27 cord pulpwood railway cars which currently bear identifying numbers CAGY 12000-12099, inclusive, (the "Collateral") including without limitation all right(s) and interest(s) which Continental holds and enjoys by reason of an existing lease with respect to the Collateral.

Continental and Affiliates hereby agree that the security interest granted to Creditor under this Agreement shall serve and be recognized as security and collateral for the \$2.6 million Promissory Note executed by Continental in favor of Creditor on or about September 1, 1984 with the same force and effect as though the Collateral identified in this Agreement was listed and included in the description of collateral included in a Security Agreement in the Nature of a Chattel Mortgage executed by Creditor and Continental and Affiliates under date of September 11, 1984 and filed with the Interstate Commerce Commission as No. 14433 on September 25, 1984 (the

"Security Agreement"). Similarly Continental and Affiliates hereby agree that the collateral identified and listed in the Security Agreement shall serve as additional collateral for the \$1.45 million loan which Creditor has this day made to Continental and that Creditor shall enjoy all the rights of a secured party with respect to the collateral identified or listed in the aforesaid Security Agreement with the same force and effect as though the same were listed and identified in this Agreement.

## 2. REPRESENTATIONS AND COVENANTS

Continental represents to the Creditor that:

A. Each of the items of Collateral is in proper operating condition as of the date of this instrument and is used primarily for business purposes.

B. This Amendment to the Security Agreement constitutes a legal, valid and binding obligation enforceable against Continental in accordance with its terms without defense, setoff or counterclaim.

Continental covenants with the Creditor that during the term of this Agreement it will:

A. Sign such financing statements or other documents in form satisfactory to the Creditor which the Creditor may at any time desire to file in order to protect or perfect its security interest in the Collateral and reimburse the Creditor for the costs of filing the same and execute and deliver to the Creditor any instrument, document, assignment or other writing which may be necessary or convenient to the Creditor to carry out the terms of this Security Agreement and to perfect its security interest hereunder.

B. Not create or execute any mortgage, pledge, lease, assignment, encumbrance, charge or other lien or security interest in, on or with respect to the Collateral or to cause the termination of any right which has been assigned to the Creditor hereunder other than with the approval of Creditor and in compliance with the terms of this Agreement.

## 3. DEFAULTS AND REMEDIES

A. The occurrence of any one or more of the events set forth and identified in Section 4.1 of a Loan Agreement dated September 1, 1984 entered into between Continental and Creditor, as amended, (the "Loan Agreement") following the appropriate grace period, if any, provided therein shall automatically constitute and be considered a default for the purposes of this instrument.

B. Upon the occurrence of an event of default as defined above Creditor shall enjoy each of the remedies and rights which are identified and set forth in Section 4.1 of the Loan Agreement with the same force and effect as though set forth at length herein.

#### 4. MISCELLANEOUS

##### 4.1 Waivers

Continental hereby waives notice of any notice of presentment, demand for payment, protest and notice of nonpayment of the same as well as all defenses, setoffs and counterclaims which might increase their risk hereunder and all notices required by law. Continental further agrees that the right of Creditor to sell, dispose of or otherwise utilize any other portion of the Collateral in order to satisfy in full all obligations of Continental under the Loan Agreement and the Notes issued in connection therewith (the "Notes") is absolute. No delay or failure by the Creditor to exercise any right or privilege hereunder shall operate as a waiver of such or of any other right or privilege and no waiver shall be valid unless in writing and signed by the Creditor hereunder.

##### 4.2 Construction

This Agreement shall be construed under New Jersey law and federal law to the extent applicable and references to the plural shall include the singular and others and references to the singular shall include the plural as the context requires. The invalidity, illegality or unenforceability of one or more provisions of this Agreement or the Notes shall in no way affect the Creditor's rights under the remaining portion of this Agreement or the Notes.

##### 4.3 Notices

Notices to the parties hereto shall be effective when physically delivered or sent to the respective parties hereto by first-class, certified mail, return receipt requested, postage prepaid, at the addresses set forth in the introduction to this Security Agreement. Continental hereby designates H. Emerson Thomas as its representative to receive all notices sent to them by the Creditor under thi Agreement.

##### 4.4 Security for Indebtedness

The Indebtedness secured by this instrument is secured, in addition, by an Agreement of Assignment of even date herewith executed by Continental in favor of Creditor with respect to certain lease rights enjoyed by the former, it being the express

the collateral securing the Notes shall be limited to the right of payment of principal and interest under the Notes and such other costs, expenses or charges as are permitted the Creditor under such Assignment of Lease, this Agreement and the Security Agreement.

4.5 Subordinated Security Interest in Collateral

Creditor by its execution of this Agreement gives and extends its consent and approval to the security interest in the Collateral which Continental has this date given to Trinity Industries Leasing Company, which security interest is expressly junior and subordinated in all respects to the security interest granted to Creditor under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE CENTRAL JERSEY BANK AND TRUST  
COMPANY

ATTEST:

Ethel H. Duerr

ASSISTANT SECRETARY

By [Signature]

CONTINENTAL TANK CAR CORPORATION

ATTEST:

Francis Elaney  
✓

By Isidore B. Thomas

HETSONS MARINE LIMITED  
A Limited Partnership Assoc.

By Isidore B. Thomas

SUBURBAN FUEL TANK CAR COMPANY

ATTEST:

Francis Elaney  
✓

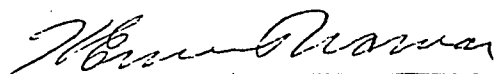
By Isidore B. Thomas

WESTFIELD CORPORATION

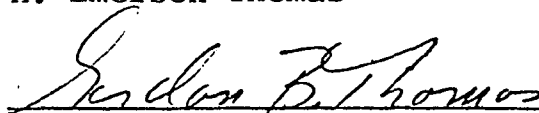
ATTEST:

Francis Elaney  
✓

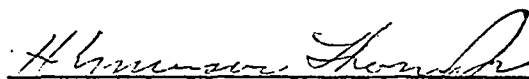
By Isidore B. Thomas



H. Emerson Thomas



Gordon B. Thomas



H. Emerson Thomas, Jr.

STATE OF NEW JERSEY, COUNTY OF UNION,

SS.:

I CERTIFY that on April 4, 1985,

Gordon B. Thomas, a Manager of Hetsons Marine Limited Assoc..

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

*Lucy L. Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987

STATE OF NEW JERSEY, COUNTY OF UNION,

SS.:

I CERTIFY that on April 4, 1985,

H. EMERSON THOMAS and GORDON B. THOMAS,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as <sup>President and Secretary,</sup> respectively,  
of Suburban Fuel Tank Car Company,  
the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

*Lucy L. Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



STATE OF NEW JERSEY, COUNTY OF UNION,

SS.:

I CERTIFY that on April 4, 19 85,

H. EMERSON THOMAS and GORDON B. THOMAS,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as President and Secretary, respectively, of Westfield Corporation,

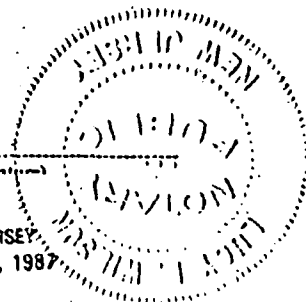
the corporation named in this document;

- (b) the proper corporate seal was affixed; and

- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

*Lucy Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



STATE OF NEW JERSEY, COUNTY OF UNION,

SS.:

I CERTIFY that on April 4, 19 85,

H. EMERSON THOMAS and GORDON B. THOMAS,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) <sup>they</sup> ~~this person~~ signed, sealed and delivered the attached document as President and Secretary, ~~of~~ respectively of Continental Tank Car Corporation,

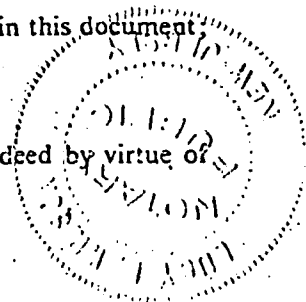
the corporation named in this document

- (b) the proper corporate seal was affixed; and

- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

*Lucy Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



MASSACHUSETTS, NEW JERSEY  
STATE OF ~~NEW JERSEY~~ COUNTY OF

UNION

SS.:

I CERTIFY that on

, 19 85 ,

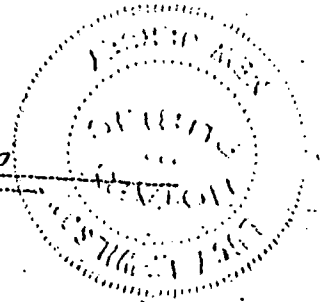
H. EMERSON THOMAS, JR.,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

*Lucy L. Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



STATE OF NEW JERSEY, COUNTY OF UNION,

SS.:

I CERTIFY that on April 4 , 19 85 ,

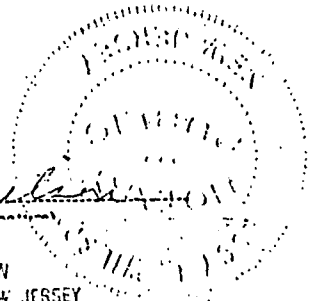
GORDON B. THOMAS

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

*Lucy L. Wilson*

LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



STATE OF NEW JERSEY - COUNTY OF UNION

SS.:

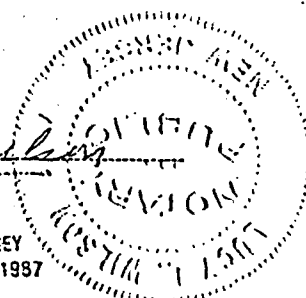
I CERTIFY that on April 4, 19 85,

H. EMERSON THOMAS, SR.,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

*Lucy L. Wilson*  
LUCY L. WILSON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1987



STATE OF NEW JERSEY, COUNTY OF MONMOUTH,

SS.:

I CERTIFY that on April 4, 19 85,

John W. Bisbee, Jr.,

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as Executive Vice President of The Central Jersey Bank and Trust Company, the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

*Betty Ann Glaydura*  
BETTY ANN GLAYDURA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 2, 1989

*Esther G. Duen*  
ASSISTANT SECRETARY